

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

MITSUI SUMITOMO INSURANCE COMPANY OF AMERICA, ET AL.,)	<u>NOTICE OF VOLUNTARY DISMISSAL PURSUANT TO F.R.C.P. 41(a)(1)(A)(i)</u>
Plaintiff(s),)	
v.)	Civil Action No.: 1:22-cv-8233-PAE
M/V ONE APUS, ET AL.,)	[This case is assigned to 1:22-md- 03028-PAE]
Defendant(s).)	

Plaintiff CONTINENTAL INSURANCE COMPANY pursuant to Rule 41(a)(1)(A)(i) of the Federal Rules of Civil Procedure hereby voluntarily dismisses the following claim ONLY as against Defendant SEAMASTER LOGISTICS without prejudice, with each party to bear its own fees and costs:

<i>Container #</i>	<i>Claim Value</i>	<i>Bill of Lading #</i>
DRYU4265485	\$99,544.00	SHKG5238176

Plaintiff CONTINENTAL INSURANCE COMPANY does NOT dismiss its claim for loss of or damage to cargo contained in this particular container and carried under the particular bill of lading against any other defendants. ONLY Plaintiff CONTINENTAL INSURANCE COMPANY'S claim, referenced above, against SEAMASTER LOGISTICS is hereby dismissed.

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DATED: August 29, 2023

Respectfully submitted,

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